

**DESIGN-BUILD
REQUEST FOR PROPOSAL
1063 Block Replacement Project
State of Washington Capitol Campus
Olympia, WA**



Department of Enterprise Services

Proposal Deadline: February 20, 2014 @ 3:00pm

I. DESIGN-BUILD PROPOSAL REQUIREMENTS

I. Introduction

The State of Washington Department of Enterprise Services (DES) is soliciting Proposals from prequalified teams to provide design-build services for the **1063 Block Replacement** project on the Capitol Campus in Olympia, Washington. The completed project will serve as a general purpose office building with tenants that include the Washington State Patrol (WSP) offices, Office of Financial Management (OFM) and certain Legislative support groups. The successful proposer will deliver an innovative, highly-efficient design in keeping with the campus aesthetics that best meets the needs of tenants without sacrificing quality and durability of material systems. Energy, operations, and maintenance performance guarantees will be made part of the final Design-Build Contract.

DES is a certified public body using the design-build alternative public works contracting procedures authorized under Chapter 39.10 RCW and the Washington State Capital Projects Advisory Review Board's Project Review Committee. DES expects a collaborative, creative, and productive design-build process involving the design-builder, DES as owner, tenant agencies, and DES consultants.

The following Design-Build teams have been pre-qualified through a previously published Request for Qualifications. Proposals will only be accepted from the following Design-Build Teams:

Hoffman Construction

Mortenson Construction

Sellen Construction

II. Project Description and RFP Information

The Project is planned to consist of a general purpose, modern, resource-efficient office building located at the site bounded by Capitol Way S, Columbia Street SW, Union Avenue SW and 11th Ave SW.

Size: 200,000 to 225,000 Gross Square Feet. (Not including tenant parking). See Section V, Design Programming – Space, Data Sheets for specific programming and square footage requirements.

Budget: The maximum allowable design and construction cost ("MADCC") for the Project, which cost is inclusive of the design, construction and all other services to be performed under the design-build contract, is \$62,530,000. The total project budget is **\$82,000,000**. The budgets quoted do not include funds for tenant parking (see RFP parking add alternate) and does not include tenant supplied furnishings and equipment. Proposers will provide a design that maximizes DES's overall goals for the project within the MADCC. See Appendix, Section II, j. Design-Builder Owner Responsibility Matrix.

Schedule: Substantial Completion of the Project is to be achieved no later than October 1, 2016.

Performance Guarantee: There will be a five-year guarantee for energy, operations, and maintenance performance. See Appendix, Section II, c. Energy Life Cycle Cost Spreadsheet.

Contract Form: Design-Build Contract between State of Washington Department of Enterprise Services (Owner) and Design-Builder – Cost Plus Fee with a Guaranteed Maximum Price. See Appendix, Section II, f. Price Proposal Cost Estimate form.

A. Procurement Process

1. The Project will be completed using the design-build delivery method, as specified in Chapter 39.10 RCW and enabling legislation. DES has obtained agency certification to use design-build delivery.
2. This RFP is the second step in a two-step procurement process for the selection of the Design-Builder. Previously Submitted Statements of Qualification were evaluated by the Evaluation Committee and the three most qualified proposers have been selected for this phase. Those proposers who have been invited to proceed to the second step of the procurement process ("Proposers") will submit a Design and Price Proposal in response to this RFP. Proposers are advised that this RFP may contain criteria not identified in the RFQ or different from what was identified in the RFQ. In the event of any conflict between the RFQ and the RFP Documents, the RFP Documents shall govern.
3. Proposers are reminded that while the evaluation process under this RFP constitutes a new and different evaluation from that conducted under the RFQ, DES does intend to refer to the Statements of Qualification to evaluate Proposer's qualifications as addressed more specifically in Article IV. Proposers are expressly advised that to the extent they desire to make a change in their organizational structure, Key Personnel or designated Specialty Subcontractors from what was submitted in the Preliminary Proposal, they must notify DES no later than forty-five (45) days prior to the Proposal Due Date. DES will review such requests and provide a response within fourteen (14) days of its receipt of such proposed changes, provided, however, that DES shall have no obligation to approve such proposed changes and may approve or disapprove of such changes in its sole discretion.
4. Award of a Design-Build Contract ("Contract") will be made to the Proposer in accordance with the processes and requirements set forth in this RFP.
5. Proposers shall provide the best overall design within the MADCC funds available. No preference will be given to proposers submitting a price proposal below the allocated MADCC. DES reserves the right to negotiate design details with the successful proposer during the post-award design phase.

B. Milestone Schedule

DES currently anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to award of the Contract. This schedule is subject to revision and DES reserves the right to modify this schedule as it finds necessary, in its sole discretion.

Issue RFP to the Finalists	November 27, 2013
Issue RFP Addenda	December 2013
General Meeting / Site Visit	December 9, 2013
Proprietary Meetings	
Proprietary Meeting #1	December 18, 2013
Proprietary Meeting #2	January 8, 9, 2014
Proprietary Meeting #3	January 30, 31, 2014
Design and Price Proposal Due	February 20, 2014
Presentations by the Proposers	March 5, 6, 2014

Evaluation of Proposals by DES/Team	March 2014
Contract Awarded/Notice to Proceed	May - June 2014
Substantial Completion	October 2016

C. DES's Point of Contact and Project Reference

The DES's sole point of contact for this Project shall be Rick Browning, AIA, Project Director ("DES's Point of Contact"). Mr. Browning is the only individual authorized to discuss this RFP with any interested parties, including Proposers. All communications with Mr. Browning about the Project or this RFP shall be via email, as required by applicable provisions of this RFP. Proposers contacting other DES officials, consultants or tenants regarding this solicitation may be disqualified from competition.

Rick Browning, AIA
richard.browning@des.wa.gov

Proposers are specifically encouraged to contact Mr. Browning throughout the process with questions, comments and/or recommendations regarding the proposal process, specific deliverables or other issues. Clarifications or changes to the RFP process resulting from correspondence with Proposers will be issued via Addendum.

D. Owner Consultants/Technical Support Not Eligible to Participate

A previously selected team of consultants including OAC Services, Perkins + Will, DCI Engineers, PAE, Sparling, CM Design, JMB Consulting, Lerch Bates and EEI have prepared the basis of design documents including a detailed architectural program, performance requirement and contracts. Other DES consultants include Golder Associates, Parametrix, and PBS Engineering + Environmental. These consultants are not eligible to serve on design-build teams in any capacity. The basis of design documents will be made available to Proposers. Proposers are prohibited from contacting or communicating with any owner consultants to solicit technical, legal, financial, contractual, or any other type of advice or information relative to the Project. All communications are to be through DES's Point of Contact.

E. Evaluation Committee

Design and Price Proposals will be evaluated by a committee ("Evaluation Committee") comprised of DES staff and persons with expertise in fields such as capital project management, operations and maintenance, engineering, design, construction, as well as potentially tenants and others selected by DES. Technical, legal, and financial consultants, and others may serve as advisors to the Evaluation Committee. The Evaluation Committee shall review Proposals in accordance with the criteria defined in this RFP and in the best interest of the state.

F. Proposal Requirements

Article IV describes specific information that must be included in Design and Price Proposals. The format for the presentation of such information is also described in Article IV, B. Design Submittal: Design-Build Technical Proposal.

DES reserves the right to conduct an independent investigation of any information, including prior experience, provided in the Proposal or SOQ by contacting project references, accessing public information, contacting independent parties, or any other means.

G. RFP Documents

1. The documents included in this RFP (collectively the “RFP Documents”) consist of the following:

REQUEST FOR PROPOSALS

- I. Design-Build Proposal Requirements
- II. Design-Build Contract
- III. Design-Build Contract Management
 - Z1010 Administration
 - Z1020 Quality Requirements
 - Z1030 Temporary Facilities
 - Z1040 Project Closeout
- IV. Design Program – Narratives
 - 1000 Architectural and Interior Finishes
 - 1010 Landscape
 - 1020 Operations, Maintenance, Energy Performance and LEED Program
 - 1030 Site / Civil Design
 - 1040 Structural Design Criteria
 - 1050 Conveyance Systems
 - 1060 Mechanical System General Requirements
 - 1062 Plumbing Design Criteria
 - 1064 Heating, Ventilating and Air Conditioning Design Criteria
 - 1066 Fire Protection Design Criteria
 - 1070 Electrical – Power Distribution Design Criteria
 - 1072 Electrical – Lighting Design Criteria
 - 1074 Integrated Security System Design Criteria
 - 1080 Radio System Design Criteria
 - 1082 Telecommunication Infrastructure Design Criteria
 - 1084 Television Distribution Design Criteria
 - 1086 Telephone System
 - 1088 Audiovisual Spaces Design Criteria
- V. Design Program – Space Program, Room Data Sheets, Drawings and Diagrams
 - I. Introduction and Overview
 - II. Mission, Goals and Objectives
 - III. Location and Access
 - IV. Space Standards / Assumptions
 - V. Image & Identity
 - VI. Building Layout and Organization
 - VII. Security
 - VIII. Special Requirements and Facilities
 - IX. Site Development and Outdoor Uses
 - X. Agency Adjacencies per Division
 - XI. Space List
 - XII. Room Criteria Sheets (to be included in future addendum)
 - XIII. Room Layout Sketches

APPENDIX

- I. Exhibit Materials
 - a. Request For Qualifications (issued September 18, 2013)
 - b. RFQ Addendum 1 (issued September 24, 2013)
RFQ Addendum 2 (issued October 2, 2013)
RFQ Addendum 3 (issued October 4, 2013)
RFQ Addendum 4 (issued October 15, 2013)
 - c. Geotechnical Report (Prepared by Golder Associates, November 12, 2013)
 - d. Haz Mat Assessment (Prepared by Parametrix Inc., September 2013)
 - e. Asbestos Survey (Prepared by PBS Engineering + Environmental, October 28, 2013)
 - f. Survey Information (Prepared by Parametrix Inc., September 9, 2013)
 - g. Traffic Analysis / Report (to be issued by future addendum)
 - h. SEPA Checklist (to be issued by future addendum)
 - i. Space Allocation Standards Manual (December 29, 2009)
 - j. General Administration Facilities - Design Guidelines and Construction Standards (January 2008)
 - k. DES Leased Space Requirements (2005)
 - l. Project Temporary Office / Laydown Areas (Dated November 27, 2013)
 - m. Washington State Capital Campus Sign Standards for State Buildings and Grounds
 - II. Proposal Forms
 - a. Release of Liability for Use of CAD Drawings
 - b. Acknowledgement of Receipt of RFP and/or Addendum
 - c. Energy Life Cycle Cost Spreadsheet
 - d. Proposed LEED Project Checklist
 - e. Base Contract Price Proposal Form
 - f. Price Proposal Cost Estimate
 - g. Alternates Price Proposal Cost Estimate
 - h. Exceptions/Qualifications to RFP Scope
 - i. Proposal Stage Memorandum of Understanding (Honorarium Agreement)
 - j. Design-Builder/Owner Responsibility Matrix
 - k. Diverse Business Inclusion Plan
 - l.
2. Proposers interested in the use of the Survey CAD documents listed in the RFP Appendix, Section I, f. Survey Information, shall notify DES's Point of Contact and furnish an executed release of liability statement in the form set forth in Appendix, Section II, a. Release of Liability for Use of CAD Drawings. Proposer's execution of such release of liability statement is a condition precedent to using this media.

3. Section II of the RFP contains the proposed Design-Build Contract. Each Proposer shall review the proposed contract and provide comments regarding any aspect of the contract, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such comments will be submitted to DES's Point of Contact as soon as possible but no later than 30 days prior to the proposal due date. DES will review all comments received and, if it deems appropriate, in its sole discretion, may modify such contract through Addendum. Proposers shall base their Proposals on the terms and conditions of the Design-Build Contract included in the latest issued Addendum.

III. Pre-Submittal Procedures and Requirements

This Article III provides general information, procedures, and requirements related to the pre-submittal period to be followed by all Proposers.

Proposer shall provide DES, within five (5) business days of its receipt of this RFP, the acknowledgement set forth in Appendix, Section II, b. Acknowledgement of Receipt of RFP and/or Addendum, which shall serve to acknowledge that Proposer has received this RFP and identify Proposer's representative, who shall be Proposer's single point of contact for the receipt of any documents, notices and addenda associated with this RFP. Proposer also shall provide similar acknowledgements for addenda issued to this RFP.

The RFP Documents, as well as any addenda to the RFP Documents, will be issued in electronic format and/or hard copy as appropriate.

A. Proposer's Pre-Submittal Responsibilities and Representations

Each Proposer shall be responsible for thoroughly reviewing the RFP Documents, including any Addenda issued to such documents, and any and all conditions which may in any way affect its Proposal or the performance of the work on the Project, including but not limited to:

1. examining and carefully studying the RFP Documents, including any Addenda and other information or data identified in the RFP Documents;
2. visiting the Project Site and becoming familiar with and satisfying itself as to the general, local, and Site conditions that may affect the cost, progress, or performance of its work on the Project;
3. becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project; and
4. determining that the RFP Documents with Addendums are sufficient to indicate and convey understanding of all terms and conditions for the performance of Proposer's work on the Project.

Each Proposer is responsible for promptly giving DES written notice, in accordance with the processes set forth in Article VII hereof, of: (a) all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFP Documents; and (b) aspects of the RFP Documents that Proposer does not understand. Any failure to do so shall be at Proposer's sole risk, and no relief for error or omission will be provided by DES.

B. Meetings and Site Visits

1. DES will hold a general meeting of all Proposers at **2:00 pm on December 9, 2013** at DES Offices located at 1500 Jefferson in Olympia at which time general issues

associated with the Project and the RFP process will be discussed with the distribution of the RFP. It is anticipated that there will be a site visit during this meeting.

2. DES will schedule a proprietary meeting with DES and its representatives and consultants within the time periods listed above for each Proposer. Proposers will be given the opportunity to meet with DES staff and consultants privately to present design concepts, address questions, and seek clarification of this RFP. While the discussions in these proprietary meetings are intended to be confidential, nothing shall preclude DES from exercising any rights that it has under this RFP, including the right to issue Addenda. Proposers shall prepare summary minutes of such meetings and retain these minutes at their offices for the duration of the procurement process.
3. DES will provide reasonable access to the Project Site for Proposers during the Proposal Preparation Period to verify and evaluate existing conditions. Should a Proposer anticipate requiring additional Project Site access, it shall provide DES's Point of Contact with no less than four (4) days' notice, and DES will endeavor to provide such access.

IV. Proposal Content

This Article IV describes specific information that must be included in the Price Proposal and Design Submittal. The format for the presentation of such information is also described.

Proposals must be executed by the Proposer in the prime firm's name and signed by at least one duly authorized person (accompanied by evidence of authority to sign and bind the Design-Build Team), whose title must appear under the signature. In addition to signatures, names must be typed or legibly printed in blue ink. Proposals shall remain in full force and effect for a period of 120 days after the date such proposals are submitted to DES.

A. Proposal Format and Requirements

Provide nine (9) copies of the proposal in 8.5 x 11 inch 3-ring binder format with the following tabs between clearly defined sections. (Note: 18 x 24 inch Design Submittal drawings must be submitted in a separate binder.) Also, provide two (2) CD's with complete electronic PDF copy of proposal, design submittals, and all forms (if original forms are in Excel, please submit in same format). Include a Table of Contents with the following sections. Tabs must be used to define each section and should be labeled with the following titles:

1. **Cover Letter:** Identify the two contracting parties of the Design-Build Team. Reference the General Contractor and Architect names in the cover letter.
2. **Base Contract Price Proposal Form:** Proposers must use Appendix, Section II, e. Base Contract Price Proposal Form. Proposers must acknowledge on the Base Contract Price Proposal Form all Addenda issued for the RFP. All blanks on the Base Contract Price Proposal Form must be completed by printing in blue ink. Provide a copy of the executed proposal form.
3. **Team Identification:** Provide an organizational chart listing Design-Build team members, responsibilities and reporting paths. List all primary design professional and design-build subcontractors in proposal.
4. **Proposer's Plan:** Plan for facilitating DES involvement in its Design Process. Identify post-award design meetings, DES review and approval process, milestone decision dates in support of the overall schedule.

5. **Overall Sustainable Design Strategy:** Provide a preliminary LEED score card and narrative on overall strategy to meet or exceed DES's goal of LEED NC 2009 Gold Certified project.
6. **Design Submittal:** Provide Design-Build Technical Proposal as noted in Article IV, B. (Design Submittal is a separate binder).
7. **Project Approach Additions**
Outline the work you plan on self-performing within the contract scope and how you will ensure your work is competitive with subcontracting.

Outline the use of Design-Builder contingencies within your GMP and the potential use of contingency for building improvements as risk reduces.

Outline how you can work with DES on the potential use of owner contingency as the project progresses and risk reduces in order to improve the project.
8. **Energy Performance Program:** Provide an outline of the energy performance program and goals, including, but not limited to, commissioning, warranty scope and duration, measurement & verification scope and duration, and the EUI target which will be achieved by the Design-Builder's proposal.

Provide clear and thorough explanation of tenant requirements and responsibilities as occupants of the building, including ongoing maintenance and operations, in order to achieve the targeted EUI.

Provide an energy model based on your proposed design.
9. **ELCCA (Energy Life Cycle Cost Analysis) Work Plan:** Provide a description of the Life Cycle Cost Analysis process used by the Design-Builder. Provide an overview of the alternatives considered. Provide a rationale for the final design decision relative to the LCCA conducted by the Design-Builder. See Appendix, Section II, c. Energy Life Cycle Cost Spreadsheet.
10. **Preliminary Design and Construction Schedule:** Schedule is to be no smaller than 11 x 17 inches and may be folded to fit into proposal summary binder. Provide a summary of key milestones on the first page of the design-build schedule.
11. **Proposed Guaranteed Maximum Price (GMP):** In addition to the Base Price Proposal Form outlined in item 2 above the Proposer shall submit a complete GMP cost breakdown (Unifformat) for all design and construction work following per Appendix, Section II, f. Price Proposal Cost Estimate form. Also provide a sample change order template identifying all markups to direct costs as requested with the form.
12. **Inclusion Plan:** Provide a Diverse Business Inclusion Plan for the Project on Appendix, Section II, k., Diverse Business Inclusion Plan form. See Article XI, D., Diverse Business Participation.
13. **Safety and Health Program:** The safety and health program adopted and used by the Prime Contractor firm of the Design-Build Team. Program must address and incorporate all applicable federal, state, and local safety and health requirements.
14. **Quality Assurance and Testing Program:** This is the program that will be adopted and used by the Design- Build Team specifically for this project. Program must address and incorporate all testing and inspection requirements meeting local codes, standards ordinances and as required by this RFP.

15. **Outline Specifications:** Provide an outline only for prescriptive specifications utilizing the CSI Master Format as noted in Article IV, B. Design-Build Technical Proposal Requirements.
16. **Exceptions/Qualifications, Deviations and Assumptions:** Provide a clear list of all material exceptions and/or qualifications, deviations, and assumptions used in the preparation of the Proposal. Proposers shall provide any proposed exceptions, qualifications, deviations, and assumptions to any aspect of the minimum requirements of the RFP Documents, including but not limited to the technical and performance requirements of the RFP Documents. Such exceptions, qualifications, deviations, and assumptions to the RFP Documents shall include: (a) complete description of proposed variation or deviation from the RFP design requirements; (b) the effect or changes in end use performance characteristics of such variation or deviation; and (c) the cost or savings benefit to DES for such variation or deviation. Notwithstanding the above, Proposers are on notice that DES is under no obligation to accept any proposed exception, qualification, deviation, or assumption and DES reserves the right to require the successful Proposer to conform strictly to all requirements of the RFP Documents. Use Appendix, Section II, h. Exceptions/Qualifications to RFP Scope form. Appendix, Section II, j. Design-Builder / Owner Responsibility Matrix outlines scope responsibilities between Design-Builder and Owner. Any exceptions or deviations to this Matrix must be identified within the Exceptions / Qualifications to RFP Scope form. All Proposers to review all Exhibits and Forms noted in Appendix, Sections I and II, and provide completed forms within their proposals.

17. RFP Price Proposal Alternates:

The following are alternates to the RFP that the Design Builder shall provide pricing per the Appendix, Section II, g. Alternates Price Proposal Cost Estimate Form.

- a. Alternate 1.0: On-site below grade parking in lieu of no parking
 - i. Provide one level of below ground parking to accommodate ADA and additional stalls as can be accommodated within one level. Describe all required architectural, structural and MEP systems within the scope of the alternate scope outline
- b. Alternate 2.0: Exterior Transformer Option
 - i. Provide alternate pricing and engineering analysis for locating 12.47kV-480Y/277V low impedance oil-filled transformer outdoors instead of inside as part of a secondary unit substation. Analysis shall include assessment of heat load mitigation if the transformer is inside the building.
- c. Alternate 3.0: Tenant Generator
 - i. Provide generator for tenant use. Size according to Washington State Patrol specific needs (outlined in programming docs) and assume for OFM and Legislative group a 10% need for private / open offices distributed. Provide ancillary switchgear, wiring, and all other items necessary for a full and functioning system.
- d. Alternate 4.0: Tenant WIFI Networks
 - i. Provide WIFI networks within the building for WSP, OFM and LEG Agencies.

B. Design Submittal: Design-Build Technical Proposal

The following documentation comprises that portion of the Technical Proposal which describes all facets of the Proposed Design Proposal including supporting data such as Life Cycle Costing, LEED Pathway Assessment, Quality Assurance, and Code Compliance.

The Design-Build Technical Proposal submittal shall illustrate the scale and the relationships of the various programs, concepts, building and site improvements for the project. The design shall be substantial enough to communicate with DES the size, shape, quality and finishes of the proposed facility. This submittal is often referred to as Schematic Design documents.

Outline specifications for RFP Design Solution Submittals shall be limited to a maximum of 90 sheets double sided (180 pages). Provide nine (9) each 18x24, bound sets of the drawings listed. Include a Cover Sheet with a full design-build team identification and index.

1. Site / Civil

- a. Master plan development or site plan concept, including preliminary design for the following:
 - i. Identify Limits of the Work.
 - ii. Initial Building setbacks and separations.
 - iii. Roof Plans/Footprints of schematic building locations.
 - iv. Grading, drainage and preliminary cut and fill calculations.
 - v. Vehicular and Pedestrian Access and Circulation.
 - vi. ADA Parking Requirements.
 - vii. Fire Department Access and Circulation.
 - viii. Utility Service locations (transformer, generators, etc.).
 - ix. Site ADA Requirements.
 - x. Landscape areas.
- b. Identify existing utility locations/R.O.W./easements.
- c. Coordinated new utility service locations (i.e., utility transformers, exterior generators, etc.).
- d. Certified Site Survey: Provided by DES with RFP.
- e. Soils Investigation: Provided by DES with RFP; provide interpretations by Design-Build team's geotechnical member.
- f. Context/Urban Design Narrative describing:
 - i. the context of the project within the campus and surrounding community,
 - ii. architectural style, scale and spatial structure of the West Campus,
 - iii. transition in scale, massing, character and function to the city and surrounding community,
 - iv. diagrams that compare the project design height in relationship to campus buildings and the Cherberg Building height datum,
 - v. various approach sequences to the project site,
 - vi. role and function of surrounding city streets for access and urban design continuity,
 - vii. the relationship of the project to adjoining campus spaces and buildings to develop massing and setbacks including potential future redevelopment of the GA Building site and intervening street right-of-way,
- g. Concept Site/Civil Design Narrative describing:
 - i. Codes, standards
 - ii. Overall site features.
 - iii. Grading.
 - iv. Drainage (storm water runoff, retention, detention).
 - v. Utilities connections and service.
 - vi. Vehicular circulation and parking areas.
 - vii. Pedestrian circulation: secure and non-secure.
 - viii. Site lighting.
 - ix. Landscape Narrative.

2. Architectural

- a. Floor Plans. Include schemes, based upon the RFP requirements, for the following:
 - i. Identification of all major spaces (programmed areas, electrical rooms, mechanical rooms, shafts, chases, vertical transportation).
 - ii. Names and net SF of individual areas/rooms/spaces.
 - iii. Area separations (walls, floors, ceilings, roofs).
 - iv. Occupancy separations (walls, floors, ceilings, roofs).
 - v. Security Zones and separations: full height walls noted.
 - vi. Accessibility provisions.
 - vii. Overall dimensions and grid dimensions.
 - viii. Finish Floor elevations.
 - ix. Provide plans at 1/8-inch scale.
- b. Concept Elevations: 2 sides minimum.
- c. Concept Sections: 3 sections minimum - two through the proposed project looking west and south and another through the campus entry drive looking north to the 1063 project showing relationships to the ground plane and silhouettes of campus buildings on the West side.
- d. Code Analysis:
 - i. Occupancy load/classification.
 - ii. Type of construction.
 - iii. Exiting requirements.
 - iv. Area separation/fire walls.
 - v. Height Restrictions.
 - vi. Locations of Setbacks, if any.
- e. Concept Architectural Design Narrative describing:
 - i. Codes, standards and local amendments.
 - ii. Overall Project concept.
 - iii. Functional Concepts including but not limited to:
 - 1) Description of unique processes or specialized equipment that are required by a particular design solution that will be required of the DES for the proper operation and maintenance of the facility.
 - iv. Building organization.
 - v. Program comparison with RFP Document.
 - 1) Area calculations for the Building.
 - 2) Program net square footage vs. Design-Build Technical Proposal net square footage and deviations, also tabulate proposed gross square footage.
 - vi. Basic materials and equipment selections.

3. Structural

- a. Concept Structural Design Narrative describing:
 - i. Codes, standards and local amendments.
 - ii. Design Loads:
 - 1) Dead and Live Loads.
 - 2) Lateral Loads:
 - a) Seismic.
 - b) Wind.
 - iii. Proposed Foundation systems.
 - iv. Roof and Floor Framing Systems.
 - v. Proposed structural systems, including lateral systems, and material properties.

4. Mechanical

- a. Concept Mechanical Design Narrative describing:

- i. Codes, standards and local amendments.
 - ii. Proposed systems for the following:
 - 1) Heating, Cooling and Ventilation.
 - 2) Controls and Instrumentation.
 - 3) Filtration, if special requirements.
 - 4) Plumbing.
 - a) Domestic Water.
 - b) Sanitary Drainage.
 - c) Rainwater Drainage.
 - d) Natural Gas.
 - e) Plumbing Fixtures.
 - 5) Fire Protection System.
 - iii. Connection/addition to existing systems requirements, and new standalone systems.
 - iv. Basic materials and equipment selections.
 - v. Identification of space requirements (for floor plan and interstitial).
 - vi. Identify Utility Companies.
 - 1) Water.
 - 2) Sewer.
 - 3) Gas.
- 5. Electrical
 - a. Concept Plan (typical room layouts) to include:
 - i. Lighting.
 - ii. Power.
 - b. Schematic Electrical Design Narrative describing:
 - i. Codes, standards and local amendments.
 - ii. Defining of the Design for all electrical systems:
 - 1) Power Distribution.
 - 2) Interior Lighting.
 - 3) Exterior Lighting.
 - 4) Site Lighting.
 - iii. Electrical Equipment.
 - 1) Space requirements, locations, clearances, etc.
 - iv. Emergency power source.
 - 1) Emergency Generator.
 - 2) Room size and location requirements.
 - v. Utility company or DES provided utilities vs. Contractor provided facilities.
 - 1) Identify Utility Companies.
 - a) Electric.
 - vi. Connection/addition to existing systems requirements, and new standalone systems.
 - vii. Basic materials and equipment selections.
 - viii. Identification of space requirements (interstitial) and structural clearances.
- 6. Special Low Voltage Systems, Security, Fire and Life Safety, Communications.
 - a. Concept Plan (typical control room and equipment room layouts) to include:
 - i. Control Panels.
 - ii. Special systems equipment organization.
 - b. Special Systems Design Narrative describing:
 - i. Codes, standards and local amendments.
 - ii. Defining of the Design for all Special Systems:
 - 1) Telephone and data.

- 2) Security systems, interior and exterior.
 - a) Interface with door locking systems.
 - b) Video surveillance.
 - 3) Fire Alarm Systems.
 - c. Special Systems Equipment.
 - i. Space requirements, locations, clearances, etc.
 - d. Emergency power source(s).
 - i. Identification of systems requiring connections to emergency power.
 - e. Connection/addition to existing systems requirements, and new stand-alone systems.
 - f. Basic materials and equipment selections.
 - g. Identification of space requirements (interstitial and site) and clearances.
7. Telecommunications.
- a. Concept Plans to include:
 - i. Equipment Room housing the Main Cross-connect.
 - ii. Typical Telecommunications Room housing the Horizontal Cross-connect.
 - iii. Outside plant telecommunications duct bank.
 - iv. Typical horizontal cabling pathways of buildings.
 - b. Telecommunications Design Narrative describing:
 - i. Codes, standards and specific standards. See Section IV, Design Narrative.
 - ii. Defining the Design for the Telecommunications Infrastructure:
 - 1) Equipment Room functionality.
 - 2) Telecommunications Rooms functionality.
 - 3) Horizontal cabling and pathways.
 - 4) Backbone cabling and pathways.
 - 5) Distribution topology.
 - 6) Outside plant duct bank system.
 - 7) Mechanical and electrical supporting systems.
 - iii. Connection/addition to existing systems requirements and existing infrastructures.
 - iv. Basic materials selections.
 - v. Identification of space requirements.
8. Design-Build Alternates (See Appendix, Section II, g. Alternates Price Proposal Cost Form for Alternate descriptions).

C. Proposal Stage Memorandum of Understanding (Honorarium Agreement)

The honorarium will act as a proposal security and may be forfeited as defined below:

- 1. An honorarium of two hundred thousand dollars (\$200,000.00) will be paid to unsuccessful Proposers submitting responsive, acceptable and adequate proposals that comply with the requirements of the RFP as determined by DES.
- 2. A Proposer may be deemed nonresponsive for failing to follow proposal procedures and requirements, resulting in forfeiture of the honorarium. Honoraria will not be paid until a Design-Build Contract is signed with the selected Design-Build Team.
- 3. No honorarium shall be paid to any Proposer who voluntarily withdraws from this solicitation prior to submitting a Proposal, that withdraws its Proposal before 90 days after the Proposal due date, or is noncompliant with the RFP.
- 4. No Honorarium shall be paid to any Proposer who is selected to participate in the Negotiation Phase and who unilaterally withdraws their Proposal during or prior to the completion of the Negotiation Phase.

5. An honorarium shall not be paid to the Finalist Proposer who successfully executes a Design-Build Contract with DES.
6. The Honorarium Agreement noted in Appendix, Section II, i. Proposal Stage Memorandum of Understanding (Honorarium Agreement), must be executed to receive the honorarium.

V. Proposal Evaluation Process

The Evaluation Committee will evaluate Proposals in accordance with the criteria listed below and the best interest of the state. The Evaluation Committee may consider all factors relevant to its decision including but not limited to Proposal content, the skills of proposed team members, references, personal knowledge, and design solution.

The evaluation factors, with the relevant weight, are listed below.

A. Proposal and Design Solution 40 points

How well does the proposal and design solution meet the program and proposal requirements? How well does the design solution demonstrate long term value and low life cycle costs to the State of Washington, DES, and its tenant agencies?

B. Operations, Maintenance, Energy Performance, Sustainability 30 points

How well does the proposed design solution demonstrate sustainable design strategies, operations / maintenance / energy efficiency, and innovation?

C. Skills of Proposed Staff 20 points

How well does the proposed design and construction team demonstrate the skills and competence in high-performance design and construction and its understanding of DES's overall goals for the project?

D. Proposed Fee 10 points

The low proposed fee (profit) is awarded 10 points for this criterion. Higher fees will be scored on a pro rata basis. Lowest Proposer fee will be given 10 points; points to other Proposers will be the percentage of low fee divided by their proposed fee.

E. Total Possible Score 100 points

Each evaluation criterion has an assigned maximum number of points that demonstrates its relative importance. Each Evaluation Committee Member scores all Proposals. All Evaluation Committee Members' scoring will be totaled for each Proposal for a combined summary score. The selection of the Finalist will be made on the basis of which Proposal has the highest combined score.

VI. Due Date, Time, and Location

Proposals must be received no later than **February 20, 2014 3:00 PM PST** ("Proposal Due Date"). DES accepts no responsibility for misdirected or lost proposals. Deliver proposals to:

**State of Washington Department of Enterprise Services
1500 Jefferson Street
Olympia, WA 98501
ATTN: Rick Browning, AIA**

VII. Questions and Clarifications

All questions and requests for clarification regarding this RFP are to be submitted to the DES Point of Contract, Rick Browning, DES Project Director via email to richard.browning@des.wa.gov. DES's responses to questions or requests for clarification shall be in writing, and will be accomplished by an Addendum to this RFP. DES will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an Addendum.

DES, in its sole discretion, shall have the right to seek clarifications from any Proposer to fully understand information contained in the Proposal and to help evaluate and score the Proposals.

VIII. Negotiation and Award

Pursuant to RCW 39.10.330(5)(a), DES may initiate negotiations with the Proposer submitting the highest-scored Proposal, which negotiations may include, in the sole discretion of DES, minor modifications to Proposer's design or pricing terms. If DES is unable to execute a Design-Build Contract with such Proposer, negotiations with that Proposer may be suspended or terminated and DES may proceed to negotiate with the next highest-scored Proposer.

A. Award without Negotiations

DES reserves the right to award the Design-Build Contract without negotiations.

B. Notice of Intent to Award

A Notice of Intent to Award will be issued upon the successful conclusion of the negotiation process or upon a decision to award without negotiations.

C. Proposal Validity

Proposal terms shall remain in full force and effect for one hundred twenty (120) days after the Proposal Due Date. If award has not been made within one hundred twenty (120) days after the Proposal Due Date, each Proposer who has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

D. Award and Contract Execution

Promptly following award, DES will deliver an execution copy of the Design-Build Contract to the selected Proposer, who shall execute and deliver such copy to DES within seven (7) days of receipt, together with: (a) performance and payment bonds executed by a surety acceptable to DES, which bonds shall be issued on AIA Document A312; and (b) certificates of insurance acceptable to DES.

IX. Reservation of Rights

A. In connection with this procurement, DES reserves to itself all rights (which rights shall be exercisable by DES in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

1. The right to cancel, withdraw, postpone, or extend this RFP in whole or in part at any time prior to the execution by DES of the Design-Build Contract, without incurring any obligations or liabilities.
2. The right to issue a new RFP.
3. The right to reject any and all submittals, responses, and Proposals received at any time.

4. The right to modify all dates set or projected in this RFP.
5. The right to terminate evaluations of responses received at any time.
6. The right to suspend and terminate the procurement process for the Project, at any time.
7. The right to revise and modify, at any time prior to the RFP Proposal submittal date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.
8. The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
9. The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as DES declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
10. The right to hold meetings and conduct discussions and correspondence with one or more of the Proposers responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
11. The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Proposers.
12. The right to permit Proposers to add or delete firms and/or key personnel until such time as DES declares in writing that a particular stage or phase of its review has been completed and closed.
13. The right to add or delete Proposer responsibilities from the information contained in this RFP.
14. The right to appoint and change appointees of the Evaluation Committee.
15. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
16. The right to waive deficiencies, informalities and irregularities in a RFP Proposal, accept and review a non-conforming RFP Proposal or seek clarifications or supplements to a RFP Proposal.
17. The right to disqualify any Proposer who changes its submittal without DES's approval.

B. DES Not Obligated for Costs of Proposing

Except for Honorariums paid in accordance with the terms of this RFP, DES assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of any costs incurred or alleged to have been incurred by anyone considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Proposer and its team members.

X. Protests

This Article X sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its RFP Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. Such waiver and agreement by each Proposer are also consideration to each other Proposer for making the same waiver and agreement.

A. Protests Prior to Submission of RFP Proposals

1. The Proposer may protest the terms of this RFP prior to the time for submission of RFP Proposals on the grounds that: (a) a material provision in this RFP is wholly ambiguous; (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or (c) this RFP in whole or in part exceeds the authority of DES. Protests regarding this RFP shall be filed only after the Proposer has informally discussed the nature and basis of the protest with DES's Point of Contact or his designee in an effort to remove the grounds for protest.
2. Protests regarding this RFP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.
3. Protests regarding this RFP shall be filed by hand delivery or courier to DES's Point of Contact as soon as the basis for protest is known to the Proposer, but in any event it must be actually received no later than ten (10) days before the Proposal Due Date, provided that protests regarding an Addendum to the RFP shall be filed and actually received no later than five (5) business days after the Addendum to the RFP is issued.
4. DES will distribute copies of the protest to the other Proposers and may, but need not, request other Proposers to submit statements or arguments regarding the protest and may, in its sole discretion, discuss the protest with the protesting Proposer. If other Proposers are requested to submit statements or arguments, they may file a statement in support of or in opposition to the protest within seven (7) calendar days of the request.
5. The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest. DES shall decide the protest on the basis of the written submissions. DES shall issue the decision in writing to each Proposer. The decision shall be final and conclusive. If necessary to address the issues raised in the protest, DES will make appropriate revisions to this RFP by issuing Addenda. DES may extend the Proposal Due Date, if necessary, to address any protest issues.
6. The failure of a Proposer to raise a ground for a protest regarding this RFP shall preclude consideration of that ground in any protest by a Proposer unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

B. Protests after Submission of Proposals

1. A Proposer may protest any determination regarding the evaluation of the Proposals or the proposed award of a Contract by filing a notice of protest by hand delivery or courier to DES's Point of Contact. Such notice shall be provided: (a) no earlier than the day of DES's issuance of the Notice of Intent to Award; and (b) no later than five (5) business

days after DES's issuance of the Notice of Intent to Award. The protesting Proposer shall concurrently file a copy of its notice of protest with the other Proposers. The notice of protest shall specifically state the grounds of the protest.

2. Within seven (7) calendar days of the notice of protest the protesting Proposer must file with DES's Point of Contact a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. The protesting Proposer shall concurrently deliver a copy of the detailed statement to all other Proposers. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence.
3. Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.
4. Other Proposers may file by hand delivery to DES's Point of Contact a statement in support of or in opposition to the protest. Such statement must be filed within seven (7) calendar days after the protesting Proposer files its detailed statement of protest. DES will promptly forward copies of any such statements to the protesting Proposer.
5. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of DES, a hearing or argument may be permitted if necessary for protection of the public interest or an expressed, legally recognized interest of a Proposer or DES. DES shall issue a written decision regarding the protest within thirty (30) calendar days after DES receives the detailed statement of protest. Such decision shall be final and conclusive. DES shall provide copies of the written decision to the protesting Proposer and the other Proposers. Unless necessary for the successful completion of the Project, as determined in the sole discretion of DES, Design-Build Contract award will not be issued until DES issues its written decision on the protest.
6. If DES or his designee concludes that the Proposer filing the protest has established a basis for protest, DES or his designee will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new RFP or taking other appropriate actions.

XI. Miscellaneous

A. Public Records Act

All proceedings, records, contracts, and other public records relating to this RFP shall be open to the inspection of any interested person, firm, or corporation in accordance with the chapter 42.56 RCW, the Public Records Act, and RCW 39.10.470, except as provided in subsection (2) below.

B. Confidential Records

The term "confidential record" includes trade secrets, as defined in RCW 19.108.010, or other proprietary information submitted by Proposer in connection with an alternative public works transaction authorized by RCW 39.10. Such confidential records shall not be subject to chapter 42.56 RCW if the Proposer specifically states in writing the reasons why protection is necessary, and identifies the data or materials to be protected. RCW 39.10.470(2).

DES will respond to any public records request for identified confidential records by notifying Proposer of the request and of the date that DES will disclose such confidential records unless Proposer obtains a court order directing DES to withhold such confidential records pursuant to RCW 42.56.540.

C. Conflict of Interest

DES may, in its sole discretion, disqualify any Proposer from further consideration for the award of the Design-Build Contract if it is found after due notice and examination by DES that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Proposer in the procurement of the Design-Build Contract.

D. Requirement to Keep Team Intact

The team proposed by Proposer, including but not limited to the lead contractor, the designer-of record, Key Personnel, and other individuals identified pursuant to Section IV.A.3, Team Identification hereof, shall remain on Proposer's team for the duration of the procurement process and, if the Proposer is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a team member change, the proposed change must be submitted in writing to DES's Point of Contact, who, in his sole discretion, will determine whether to authorize a change. Unauthorized changes to the Proposer's team at any time during the procurement process may result in the elimination of the Proposer from further consideration.

E. Diverse Business Participation

1. In accordance with the legislative findings and policies set forth in RCW Chapter 39.19, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises ("OMWBE"), and set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a Subcontractor basis. However, no preference is included in the evaluation of Proposals submitted in response to the RFP, and no minimum level of minority and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award of the Design-Build Contract. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the Contract Documents will apply.
2. If Proposer wishes to be considered a diverse business, then the Proposer shall submit evidence of certification by the Office of Minority and Women's Business Enterprises, the Washington State Department of Veterans Affairs, or by self-certification as a Washington Small Business in the Washington Electronic Business Solution ("WEBS"). Firms must be certified at the time of submittal of the RFP Proposal to qualify for consideration. Interested firms may contact OMWBE at <http://www.omwbe.wa.gov/> or (360) 664-9750 or toll free (866) 208-1064, or DVA at <http://www.dva.wa.gov/BusinessRegistry/Search.aspx> or (800) 562-0132 option '1', or for Washington Small Business self-certification visit WEBS at <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx> or contact WEBS Customer Service at WEBSCustomerService@des.wa.gov or call (360) 902-7400
3. With respect to agency expenditure, the agency aspirational goals are: 10% Minority Owned Business certified by the Office of Minority and Women Business Enterprises, 6%, Women Owned Business certified by the Office of Minority and Women Business Enterprises, 5% Veteran Owned Business certified by the Washington State Department of Veterans Affairs. 5% Washington Small Businesses self-identified in the WEBS

<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx> (WEBS). These goals are voluntary. Proposers shall pursue targeted outreach to Diverse Businesses as defined herein (a.). Further, Proposers shall advertise opportunities for Subcontractors in a manner reasonably designed to provide Diverse Businesses capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by Diverse Businesses. Advertising may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids directly from Diverse Businesses. Design-Builder shall provide Diverse Businesses that express interest with adequate and timely information about plans, specifications, and requirements of the Project.

4. Proposers shall not create barriers to open and fair opportunities for all businesses, including Diverse Businesses, to participate in on this Project and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Proposer shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

F. Apprenticeship Participation

If awarded the Design-Build Contract, Proposer must comply with statutory requirements in accordance with Chapters 39.04 and 49.04 RCW.